

APN: 425-421-01
TITLE REPORT NO: O-SA-2177284
PROJECT: Newport Boulevard Improvement Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this ____ day of _____, 2007 by and between the City of Costa Mesa (hereinafter called "Buyer"), and Superior 17th LLC, a Delaware limited liability company (hereinafter called "Seller") for acquisition by Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), all that certain real property (hereinafter called "Property") situated in the City of Costa Mesa, County of Orange, State of California, and legally described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

**FORTY-NINE THOUSAND DOLLARS
(\$49,000.00)**

3. CONVEYANCE OF TITLE. Seller agrees to convey by Easement Deed to Buyer an easement for highway purposes to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Sections 4986 and 5086 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
 - b. Public or quasi-public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).
 - c. Items numbered 3, 4, 5 and 6 in the above referenced preliminary title report issued by First American Title Insurance Company dated March 20, 2006.
- 3.1. Subject to the terms and conditions of this Agreement, Seller agrees to convey to Buyer a Temporary Construction Easement in, on, over and above the portion of the subject property depicted on the attached Exhibit "C" and incorporated herein by this reference.
4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of said deed(s) to Buyer, provide the City with CLTA Standard Coverage Policy of Title Insurance in the amount of \$49,000.00 issued by First American Title Insurance Company, showing the title to the property vested in Buyer, subject only to the exceptions set forth in Paragraph

3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of the Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent on or before the close of escrow (as defined below) in the form of attached Exhibit D. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- a. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;
- b. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those subject to which title is to be taken in accordance with the terms of this Agreement;
- c. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled to thereunder;
- d. Pay and charge Buyer for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconveyances of deeds of trust or release or mortgage by Buyer;
- e. Pay and charge Buyer for title company and escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;
- f. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended only by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing. Close of escrow shall occur no later than 30 days following the date of this Agreement, or this Agreement shall terminate.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual escrow fees, charges, and costs which arise in this escrow.
8. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the subject Property or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of this subject Property; however Seller and Buyer, and each and all of their individual collective agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.
9. CONSTRUCTION CONTRACT AND CURATIVE WORK.
 - a. It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:
 - i. Restoration of any landscape damaged by the contractor during construction
 - ii. Repair and reconfiguration of any irrigation systems removed or damaged by the contractor during construction
 - iii. Repair any damage to the drainage channel

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found. Permission is hereby granted Buyer's contractor to enter upon the Seller's remaining property, as necessary, for purposes of completing the work described in this Paragraph.

10. PERMISSION TO ENTER ON PREMISES. It is understood and agreed that for project planning and funding purposes the Seller hereby grants to Buyer and authorized agents or contractors, the right of possession to the area described in Exhibits "C" on June 30, 2006 to perform the work described in Paragraph 9a. However, said right of possession and use shall not be exercised prior to the Buyer, or Buyer's agent, providing Seller with a 48-hour prior written notice to perform the construction items listed in Paragraph 9a above.

The right to use the temporary easement (Exhibit C) (the "Temporary Construction Easement") shall continue in effect for a period of five (5) months. All efforts shall be made to complete the described work within such proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials), and the term of the Temporary Construction Easement shall be accordingly extended. For the use of the Temporary Construction Easement, Buyer agrees to pay Seller the rate of \$232.65 per month, prorated on a per diem basis, from the date of this Agreement to the actual date of termination of the Temporary Construction Easement.

It is further understood that in no event shall the Temporary Construction Easement granted herein extend beyond the completion of the construction project or June 30, 2008, whichever is earlier.

11. DISCLOSURE. It is understood and agreed that in the event the Seller plans to sell, lease, or rent the area described in Exhibit C prior to the completion of the project as defined in Paragraph 10 above, the Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this temporary easement acquisition and associated construction project by the Buyer.
12. PROPERTY CONDITION. Except for the express representations set forth in Paragraph 15 below, (i) the transfer of the Property to Buyer is on a complete "AS-IS" basis without any representations or warranties, express or implied, as to the physical, legal or environmental condition of the Property. The Seller agrees that no improvements, other than those already on the temporary construction easement area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the easement area, which may hereafter be placed thereon, are at the Seller's risk and without expectation of payment if removed by Buyer or Buyer's agent.
13. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties leases of the Property. Buyer acknowledges that Seller has disclosed to Buyer that the Property is currently under contract for sale and that the proposed buyer and its consultants have the right to enter upon the Property for soils and environmental testing.
14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums

received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any of the Property's buildings or improvements encroach on other properties.
- c. Until the closing, Seller shall not voluntarily do anything which would impair Seller's title to any of the Property.
- d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property is bound.
- e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- f. Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property subject to the matters of record.
- g. Seller has disclosed to Buyer that phase 2 environmental site assessments report indicates that the Property contains concentrations of volatile organic compounds, particularly tetrachloroethylene and trichloroethylene, in amounts significantly above the State of California maximum contaminant levels, and that such compounds have affected the soil vapor and groundwater. It was further disclosed that the historical source of the foregoing contamination as reported to the Seller are off site carpet cleaning, dry cleaning and muffler shop operations.
- h. For purposes of this Agreement, "to the best of Seller's knowledge" shall mean the current, actual knowledge of Peter Dunkel, without undertaking or the duty to undertake any independent investigation or inquiry. All representations and

warranties provided hereunder by Seller shall expire unless a claim is filed thereon within six (6) months following the close of escrow.

16. INDEMNIFICATION. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any claims, liabilities, causes of action, damages, judgments, costs and expenses ("Seller Claims"), whether known or unknown, contingent or non-contingent, arising from any loss of or damage to any property, or injury or death of any person whomsoever, proximately caused in whole or in part by the active or passive negligence or intentional misconduct of Buyer or its agents, representatives, employees, contractors, licensees, or invitees (collectively, "Buyer Parties") related to or in connection with the Buyer Parties' entry onto the Property or its acts or omissions on the Property, as permitted or obligated under this Agreement.

Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, liabilities, causes of action, damages, judgments, costs and expenses ("Buyer Claims"), whether known or unknown, contingent or non-contingent, arising from any loss of or damage to any property, or injury or death of any person whomsoever, proximately caused in whole or in part by the active or passive negligence or intentional misconduct of Seller or its agents, representatives, employees, contractors, licensees, or invitees (collectively, "Seller Parties") related to or in connection with the Seller Parties' entry onto the Property or its acts or omissions on the Property.

17. COUNTERPARTS. This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
19. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.
20. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.
21. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
22. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

23. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

24. ATTORNEYS' FEES. In the event of any dispute or controversy between the parties arising from this Agreement, the non-prevailing party shall pay to the prevailing party all attorneys' fees and court costs incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

Superior 17th LLC
c/o Peter Dunkel
14500 Firestone Blvd.
La Mirada, CA 90638

SELLER

Superior 17th LLC, A Delaware Limited
Liability Company

By: _____
Peter Dunkel, Manager

MAILING ADDRESS OF BUYER

City Clerk
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200

BUYER

Approved:

By: _____

Date

Approved as to Form:

By: _____

Coast Surveying, Inc.
February 8, 2006

DEED 3593

LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
AP NO. 425-421-01
NEWPORT BOULEVARD

THAT PORTION OF LOT 81 OF NEWPORT HEIGHTS, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 83 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 81 AND THE NORTHWESTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1952 IN BOOK 2334, PAGE 253 OF OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1239.014 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°24'17" WEST; THENCE NORTHEASTERLY 21.591 METERS ALONG SAID CURVE AND SAID NORTHWESTERLY LINE OF SAID DEED THROUGH A CENTRAL ANGLE OF 00°59'54"; THENCE NONTANGENT SOUTH 27°19'00" WEST 0.923 METERS; THENCE SOUTH 28°52'22" WEST 3.167 METERS; THENCE SOUTH 28°43'00" WEST 6.308 METERS TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.550 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°35'36" WEST; THENCE SOUTHWESTERLY 10.317 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'34" TO THE SOUTHWESTERLY LINE OF SAID LOT 81; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 49°31'28" EAST 2.727 METERS TO THE POINT OF BEGINNING.

CONTAINING 40.00 SQUARE METERS, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 8TH DAY OF FEBRUARY, 2006



GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07

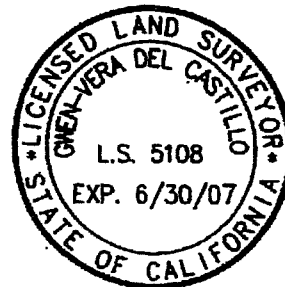
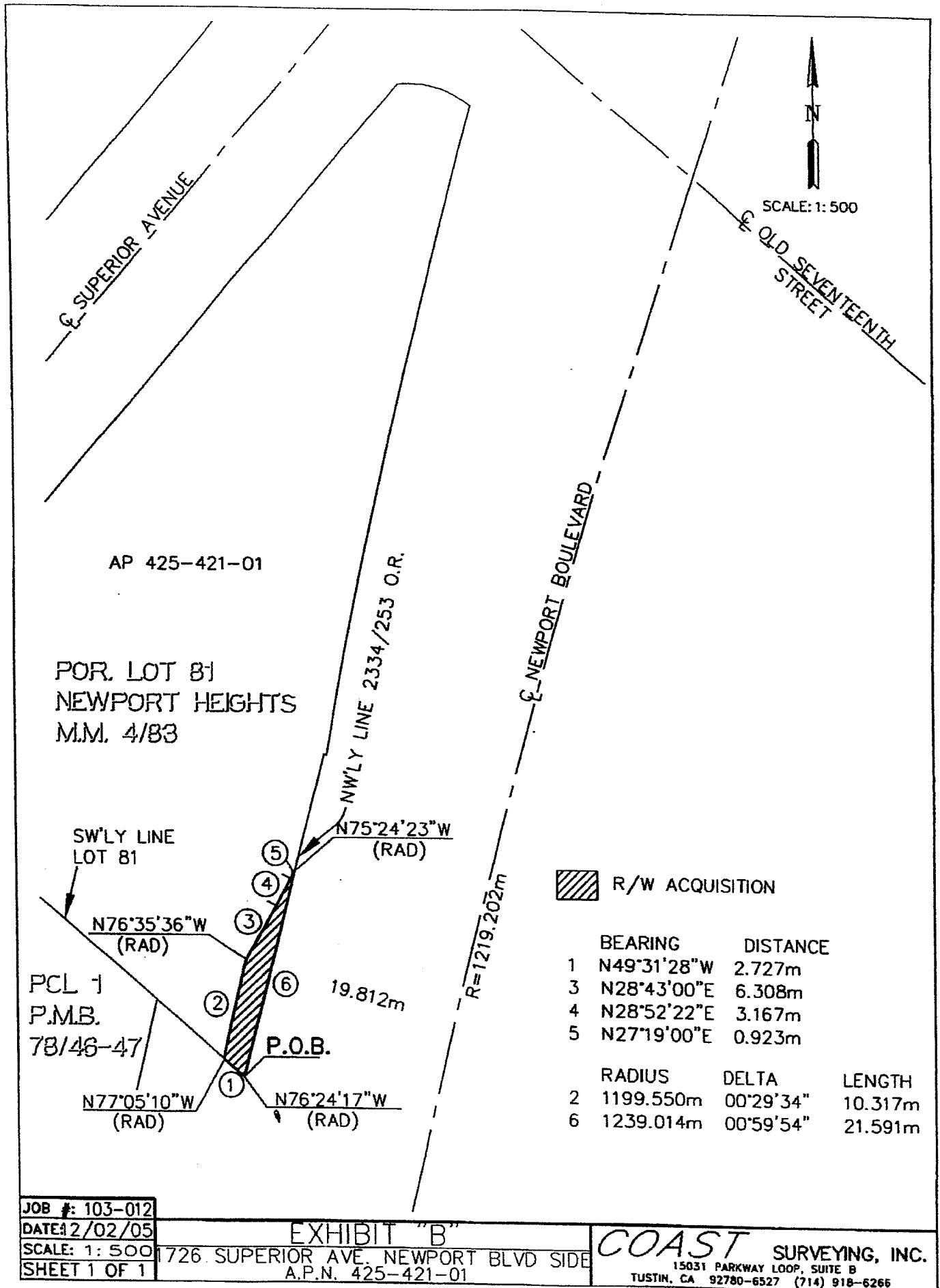


EXHIBIT B



JOB #: 103-012
DATE: 2/02/05
SCALE: 1: 500
SHEET 1 OF 1

EXHIBIT "B"

1726 SUPERIOR AVE. NEWPORT BLVD SIDE
A.P.N. 425-421-01

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

Coast Surveying, Inc.
February 8, 2006

DEED 3594

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 425-421-01

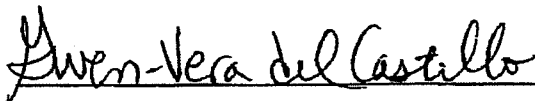
THAT PORTION OF LOT 81 OF NEWPORT HEIGHTS, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 83 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 81 AND THE NORTHWESTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1952 IN BOOK 2334, PAGE 253 OF OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1239.014 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°24'17" WEST; THENCE NORTHEASTERLY 19.733 METERS ALONG SAID CURVE AND SAID NORTHWESTERLY LINE OF SAID DEED THROUGH A CENTRAL ANGLE OF 00°54'45" TO THE TRUE POINT OF BEGINNING; THENCE NONTANGENT SOUTH 27°19'00" WEST 0.923 METERS; THENCE SOUTH 28°52'22" WEST 3.167 METERS; THENCE SOUTH 28°43'00" WEST 6.308 METERS TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.550 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°35'36" WEST; THENCE SOUTHWESTERLY 10.317 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'34" TO THE SOUTHWESTERLY LINE OF SAID LOT 81; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49°31'28" WEST 2.876 METERS TO A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1202.100 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 77°01'21" WEST; THENCE NORTHEASTERLY 3.656 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'27"; THENCE NONTANGENT NORTH 29°01'09" EAST 14.945 METERS; THENCE NORTH 26°47'18" EAST 5.850 METERS TO SAID NORTHWESTERLY LINE OF SAID DEED TO THE STATE OF CALIFORNIA, BEING POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1239.014 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 75°11'20" WEST; THENCE SOUTHWESTERLY 4.703 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'03" TO THE TRUE POINT OF BEGINNING.

CONTAINING 33.17 SQUARE METERS, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 8th DAY OF FEBRUARY, 2006



GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07

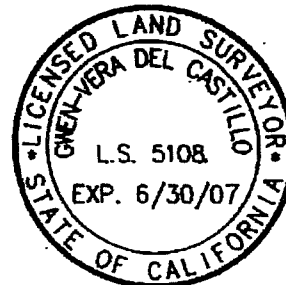
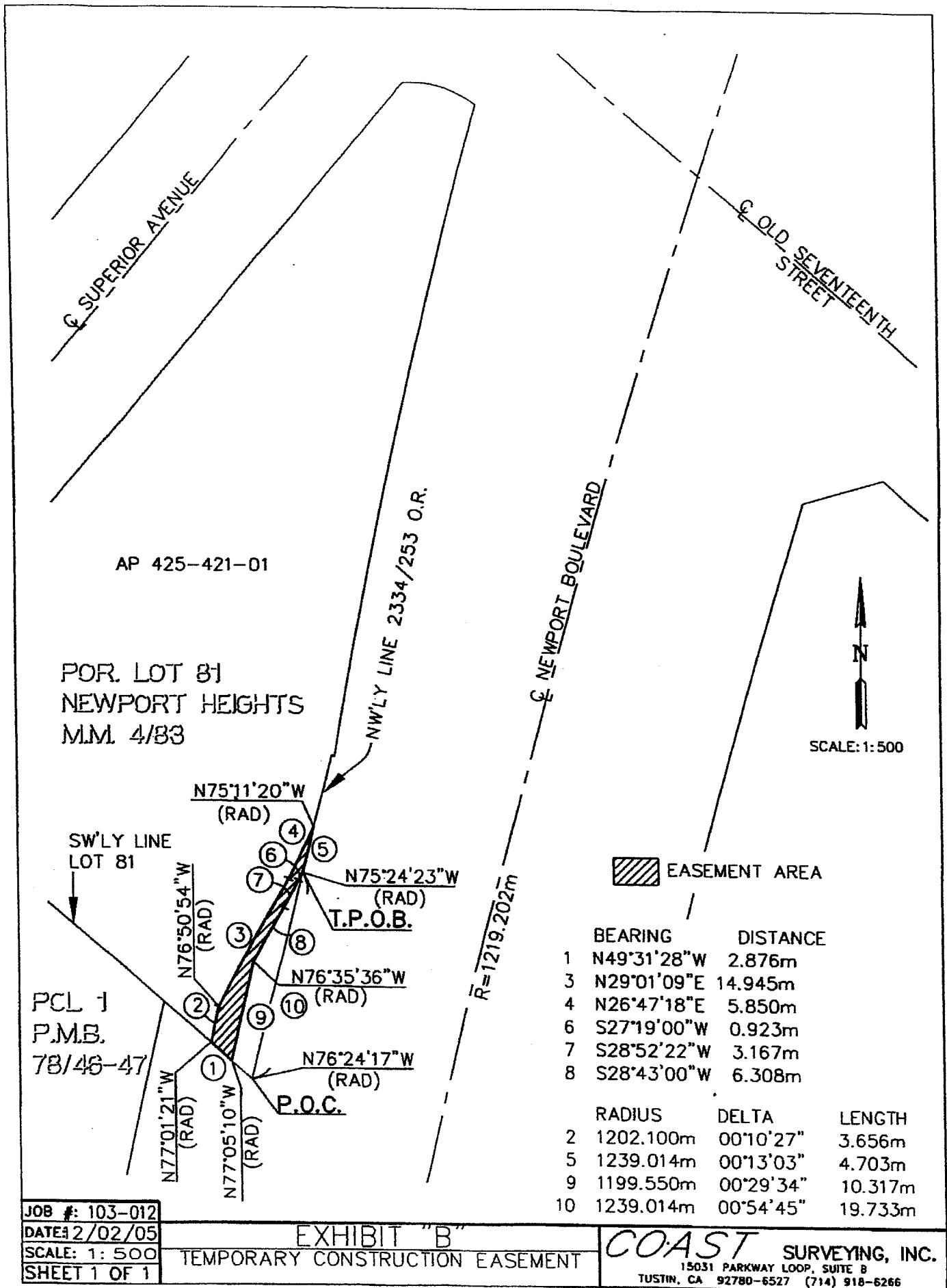


EXHIBIT C(2)



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Attention: City Clerk

(Space above this line for Recorder's Use)

**Exempt from Recording Fee
Government Code Section 6103**

**Exempt from Documentary Transfer Tax
Revenue & Taxation Code Section 11922**

Assessor's Parcel Number: 425-421-01
Deed No: 3593
Location: 1726 Superior Avenue

☐ All
☒ Portion

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUPERIOR 17TH LLC, A DELAWARE LIMITED LIABILITY COMPANY

Hereby grants and conveys to the **CITY OF COSTA MESA**, a Municipal Corporation, all rights, title and interests, to that real property in the City of Costa Mesa, County of Orange, State of California described on Exhibit "A" and shown on Exhibit "B", which exhibits are attached hereto and by reference made a part hereof.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

As used above, the term "grantor" shall include the plural as well as the singular number.

IN WITNESS WHEREOF, the grantor hereto has caused this Grant Deed to be executed as of this ____ day of _____, 2007.

Superior 17th LLC, a Delaware Limited Liability Company

By: _____

By: _____

STATE OF CALIFORNIA)

) SS.

COUNTY OF ORANGE)

On _____, 2007 before me, _____,
a Notary Public in and for said County and State, personally appeared
_____ and _____,

WITNESS my hand and official seal.

Signature _____

(SEAL)

This is to certify that the interest in real property conveyed by that certain Grant Deed attached hereto from Superior 17th LLC, a Delaware Limited Liability Company to the City of Costa Mesa, is hereby accepted by the undersigned on behalf of the City of Costa Mesa pursuant to authority conferred by Resolution of the City of Costa Mesa and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

The City of Costa Mesa

By: _____

DEED 3593

EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
AP NO. 425-421-01
NEWPORT BOULEVARD

THAT PORTION OF LOT 81 OF NEWPORT HEIGHTS, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 83 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

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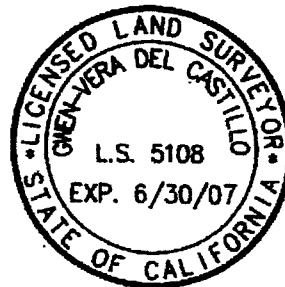
CONTAINING 40.00 SQUARE METERS, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 8TH DAY OF FEBRUARY, 2006

Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07





SCALE: 1:500

CL SUPERIOR AVENUE

CL OLD SEVENTEENTH STREET

CL NEWPORT BOULEVARD

AP 425-421-01

POR. LOT 81
NEWPORT HEIGHTS
M.M. 4/83

NWLY LINE 2334/253 O.R.

SWLY LINE
LOT 81

N75°24'23"W
(RAD)

N76°35'36"W
(RAD)

PCL 1
P.M.B.
78/46-47

N77°05'10"W
(RAD)

P.O.B.

N76°24'17"W
(RAD)

19.812m

R=1219.202m



R/W ACQUISITION

	BEARING	DISTANCE	
1	N49°31'28"W	2.727m	
3	N28°43'00"E	6.308m	
4	N28°52'22"E	3.167m	
5	N27°19'00"E	0.923m	
	RADIUS	DELTA	LENGTH
2	1199.550m	00°29'34"	10.317m
6	1239.014m	00°59'54"	21.591m

JOB #: 103-012
DATE: 2/02/05
SCALE: 1:500
SHEET 1 OF 1

EXHIBIT "B"

726 SUPERIOR AVE. NEWPORT BLVD SIDE
A.P.N. 425-421-01

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE B
TUSTIN, CA 92780-6527 (714) 918-6266

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Attention: City Clerk

(Space above this line for Recorder's use)

**Exempt from Recording Fee
Government Code Section 6103**

**Exempt from Documentary Transfer Tax
Revenue & Taxation Code § 11922**

Assessor's Parcel Number: 425-421-01
Deed No.: 3594
Location: 1726 Superior Avenue

☐ All
☒ Portion

**Temporary Construction
Easement Deed**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUPERIOR 17TH LLC, A DELAWARE LIMITED LIABILITY COMPANY

grants and conveys to the **CITY OF COSTA MESA, a Municipal Corporation**, an easement for construction purposes in, on, over, under and through the real property in the City of Costa Mesa, County of Orange, State of California described on Exhibit "A" and shown on Exhibit "B", which exhibits are attached hereto and by reference made a part hereof.

City agrees to hold Grantor, its officers, agents and employees harmless from any or all penalties, liabilities or loss resulting from claims (or court actions) arising directly or indirectly out of any injury to persons or damage to property by reason of the acts omission, intentional or otherwise, of the City, its agents, employees or independent contractors employed by City in exercising any of the privileges herein granted or consequence thereof.

This construction easement shall be for a term of six (6) months commencing forty-eight (48) hours after the City notifies Grantor by written notice of the City's intent to commence construction.

IN WITNESS WHEREOF, the grantor hereto has caused this Grant Deed to be executed as of this ____ day of _____, 2007.

SUPERIOR 17TH LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____

By: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

On _____, 2007 before me, _____,
a Notary Public in and for said County and State, personally appeared
_____ and _____,
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in their
authorized capacities, and that by their signatures on the instrument the
persons, or the entity upon behalf of which the persons acted, executed the
instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement Deed attached hereto from Superior 17th LLC, a Delaware Limited Liability Company to the City of Costa Mesa, is hereby accepted by the undersigned on behalf of the City of Costa Mesa pursuant to authority conferred by Resolution of the City of Costa Mesa and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

The City of Costa Mesa

By: _____

DEED 3594

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 425-421-01

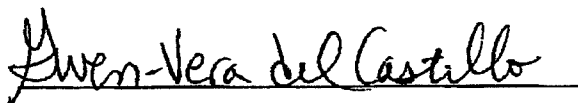
THAT PORTION OF LOT 81 OF NEWPORT HEIGHTS, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 83 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 81 AND THE NORTHWESTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1952 IN BOOK 2334, PAGE 253 OF OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1239.014 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°24'17" WEST; THENCE NORTHEASTERLY 19.733 METERS ALONG SAID CURVE AND SAID NORTHWESTERLY LINE OF SAID DEED THROUGH A CENTRAL ANGLE OF 00°54'45" TO THE TRUE POINT OF BEGINNING; THENCE NONTANGENT SOUTH 27°19'00" WEST 0.923 METERS; THENCE SOUTH 28°52'22" WEST 3.167 METERS; THENCE SOUTH 28°43'00" WEST 6.308 METERS TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1199.550 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 76°35'36" WEST; THENCE SOUTHWESTERLY 10.317 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'34" TO THE SOUTHWESTERLY LINE OF SAID LOT 81; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 49°31'28" WEST 2.876 METERS TO A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1202.100 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 77°01'21" WEST; THENCE NORTHEASTERLY 3.656 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'27"; THENCE NONTANGENT NORTH 29°01'09" EAST 14.945 METERS; THENCE NORTH 26°47'18" EAST 5.850 METERS TO SAID NORTHWESTERLY LINE OF SAID DEED TO THE STATE OF CALIFORNIA, BEING POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1239.014 METERS, A RADIAL BEARING TO SAID CURVE BEARS NORTH 75°11'20" WEST; THENCE SOUTHWESTERLY 4.703 METERS ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'03" TO THE TRUE POINT OF BEGINNING.

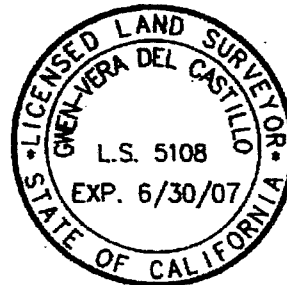
CONTAINING 33.17 SQUARE METERS, MORE OR LESS.

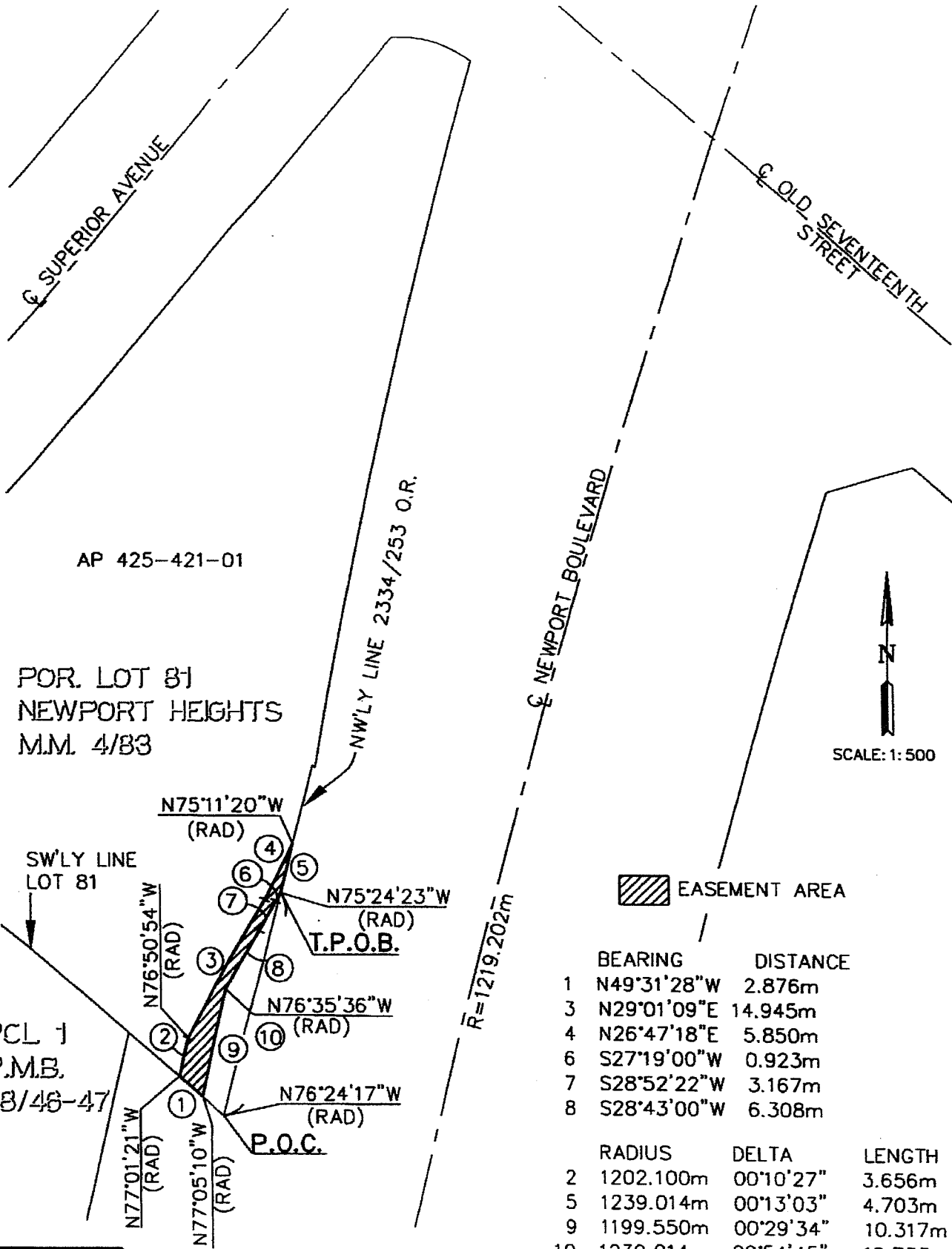
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 8th DAY OF FEBRUARY, 2006



GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07





	BEARING	DISTANCE	
1	N49°31'28"W	2.876m	
3	N29°01'09"E	14.945m	
4	N26°47'18"E	5.850m	
6	S27°19'00"W	0.923m	
7	S28°52'22"W	3.167m	
8	S28°43'00"W	6.308m	
	RADIUS	DELTA	LENGTH
2	1202.100m	00°10'27"	3.656m
5	1239.014m	00°13'03"	4.703m
9	1199.550m	00°29'34"	10.317m
10	1239.014m	00°54'45"	19.733m

JOB #: 103-012
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